

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO-A70</b>		PAGE OF <b>1</b> <b>25</b> PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. <b>N00164-97-R-0127</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>19 JUNE 97</b>	
7. ISSUED BY CONTRACTING OFFICER, NAVSURFWARCENDIV CODE 1163WT, TERESA BROUGH, 300 HWY 361 CRANE, IN 47522-5001		CODE <b>N00164</b>		8. ADDRESS OFFER TO (If other than Item 7) CONTRACTING OFFICER, CODE 116, BID ROOM DEPOSITORY, NAVSURFWARCENDIV, 300 HWY 361 CRANE, IN 47522-5001			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 64 until 2:00 PM local time 21 JULY 19 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>Teresa Brough</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(812)854-3697</b>
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (50 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 10 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

STANDARD FORM 33 (Rev. 4-85)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)

SUPPLIES OR SERVICES AND PRICES/COSTS		QTY	Unit	Unit Price	Amount
0001	ES-3A Radomes, Nurad Technologies Part number 6133-D-402 in support of the ALR-81(V3) system in the ES-3A aircraft	10	Min 20	Max	
0001AA	Same as CLIN 0001	1-5	EA		
0001AB	Same as CLIN 0001	6-10	EA		
0001AC	Same as CLIN 0001	11-14	EA		
0001AD	Same as CLIN 0001	15-17	EA		
0001AE	Same as CLIN 0001	18-20	EA		

## SECTION "B" NOTES:

- (1) List your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.
- (2) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).
- (3) It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCEMDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:  
  
Contracting Officer  
Crane Division, Naval Surface Warfare Center  
Attn: Teresa Brough, Code 1163WT, Bldg. 64  
300 Highway 361  
Crane, IN 47522-5001  
email brough\_t@crane.navy.mil
- (4) The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center, Crane, IN 47522.
- (5) Delivery orders shall be placed against this contract using a DD 1155.
- (6) Delivery orders placed under this contract shall be placed no later than 2 years after date of contract. (date)

**SPECIAL NOTICE** - The Director, Defense Procurement is proposing to revise the DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. *The effective date would be 1 October 1997.* Exceptions to this proposal include purchases made with the Governmentwide commercial purchase card, contracting officers located outside the United States, classified contracts and contracts executed to support contingency or emergency operations. Contractors may register with the CCR on World Wide Web at <http://www.acq.osd.mil/ec> or via dial up modem at **614-692-6788** (user ID: ccrpub; password: pub2ccr1). A paper form for registration may be requested from the DoD Electronic Commerce Information Center at **1-800-334-3414**.

### **EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

## **SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

See Item Description in Section "B" on Page 2.

## **SECTION "D" - PACKAGING AND MARKING**

### **IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)**

(a) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts shall be marked in accordance with generally accepted commercial practice.

(2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

### **MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)**

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

### **MARKING OF WARRANTED ITEMS (NAVSURFWARCENDIV)**

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Warranted items shall be marked with the following information:

- (1) National stock number or manufacturer's part number
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items)
- (3) Contract number
- (4) Indication that a warranty applies
- (5) Manufacturer or entity (if other than the contractor) providing the warranty
- (6) Date or time when the warranty expires
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

### **PACKAGING AND MARKING**

Commercial items shall be packaged and marked in accordance with contractor's standard practices unless special requirements are cited.

MARKING FOR SHIPMENT

The Contractor shall mark all shipments under a resulting contract to include the following items:

- Contract Number
- Item Number
- Lot Number (when applicable)
- Part Number
- National Stock Number
- Contractor Model Number
- Serial Number
- Packing Date
- Attn: Code 8024, Bldg. 41N

WARRANTY NOTIFICATION FOR ITEM(S) 0001-0003 - (NAVSEA) (NOV 1996)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00024-\_\_\_\_\_ TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR \_\_\_\_\_ FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY \_\_\_\_\_ AND PCO.

SECTION "E" - INSPECTION AND ACCEPTANCE

- I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES
- II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

<u>PART I</u>	
<u>Title and Date</u>	<u>FAR Subsection</u>
Inspection of Supplies--Fixed-Price (Aug 1996)	52.246-02
Responsibility for Supplies (Apr 1984)	52.246-16

CLAUSES IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION

Item(s) - Inspection and acceptance shall be made at destination by a representative of the Government.

**SECTION "F" - DELIVERIES OR PERFORMANCE**PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Delivery of Excess Quantities (Sep 1989)	52.211-17
Stop Work Order (Aug 1989)	52.242-15
Government Delay of Work (Apr 1984)	52.242-17
F.o.b. Destination (Nov 1991)	52.247-34

CLAUSES IN FULL TEXT

## DESIRED AND REQUIRED TIME OF DELIVERY (JUL 1995) (FAR 52.211-9)

(a) The Government desires delivery to be made according to the following schedule:

**DESIRED DELIVERY SCHEDULE**  
*(Contracting Officer insert specific details)*

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001AA	1 - 5 EA	01 Feb 1998
0001AB	6 - 10 EA	01 Mar 1998

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

**REQUIRED DELIVERY SCHEDULE**  
*(Contracting Officer insert specific details)*

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001AA	1 - 5 EA	260 DAC
0001AB	6 - 10 EA	290 DAC
0001AC	11 - 14 EA	5 each within 260 days of order
0001AD	15 - 17 EA	5 each every 30 days after initial
0001AE	18 - 20 EA	delivery if ordered

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**


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WITHIN DAYS

ITEM NO.	QUANTITY	AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

#### VARIATION IN QUANTITY (APR 1984) (FAR 52.211-16)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to all line items.\*

\*Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as (1) the total contract quantity, (2) item 1 only, (3) each quantity specified in the delivery schedule, (4) the total item quantity for each destination, or (5) the total quantity of each item without regard to destination.

#### DELIVERY LANGUAGE FOR F.O.B. DESTINATION

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the Shipping Instruction Data, NAVSEA 4336/1, attached hereto.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

#### PLACE OF DELIVERY

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

RECEIVING OFFICER  
BLDG 41S CODE 1121  
NAVSURFWARCDIV  
CRANE, IN 47522-5011  
Mark For: Mgr. Code 9F  
Attn:

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

#### RECEIVING FACILITY SCHEDULE

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility for this material is closed on Saturdays and Sundays.

## SECTION "G" - CONTRACT ADMINISTRATION DATA

### PART I

#### Title and Date

#### DFARS Subsection

#### CLAUSES IN FULL TEXT

#### SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (NAPS 5252.232-9000)

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with \_\_\_ copies to the address identified in the solicitation/contract award form (SF 26 - Block 10; SF 33 - Block 23; SF 1447 - Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155 - Block 13 or SF 26 Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

\_\_\_ a separate invoice for each activity designated to receive the supplies or services.

\_\_\_ a consolidated invoice covering all shipments delivered under an individual order.

X either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

\*As prescribed at 5232.908(a).

#### CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

#### PURCHASING OFFICE REPRESENTATIVE LANGUAGE

PURCHASING OFFICE REPRESENTATIVE:   COMMANDER  
ATTN: CODE 1163WT BLDG 64  
NAVAL SURFACE WARFARE CENTER  
CRANE DIVISION  
CRANE IN 47522-5001  
Telephone No. 812-854-3697

### SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

#### NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

### SECTION "I" - CONTRACT CLAUSES

PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Definitions (Oct 1995)	52.202-01
Gratuities (Apr 1984)	52.203-03
Covenant Against Contingent Fees (Apr 1984)	52.203-05
Restrictions on Subcontractor Sales to the Government (Jul 1995)	52.203-06
Anti-Kickback Procedures (Jul 1995)	52.203-07
Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity (Jan 1997)	52.203-08
Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	52.203-10
Limitation on Payments to Influence Certain Federal Transactions (Jan 1990)	52.203-12
Printing/Copying Double-Sided on Recycled Paper (Jun 1996)	52.204-04
Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)	52.209-06
Defense Priority and Allocation Requirements (Sep 1990)	52.211-15
Audit and Records Negotiation (Aug 1996)	52.215-02
Integrity of Unit Prices (Jan1997)--Alternate I (Jan 1997)	52.215-26
Order of Precedence (Jan 1986)	52.215-33
Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (Oct 1995)	52.219-08
Walsh-Healey Public Contracts Act (Dec 1996)	52.222-20
Equal Opportunity (Apr 1984)	52.222-26
Affirmative Action for Special Disabled and Vietnam Era Veterans (Apr 1984)	52.222-35
Affirmative Action for Handicapped Workers (Apr 1984)	52.222-36
Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Jan 1988)	52.222-37
Clean Air and Water (Apr 1984)	52.223-02
Drug-Free Workplace (Jan 1997)	52.223-06
Toxic Chemical Release Reporting (Oct 1996)	52.223-14
Duty-Free Entry (Apr 1984)	52.225-10
Restrictions on Certain Foreign Purchases (Oct 1996)	52.225-11
Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Sep 1996)	52.226-01

Authorization and Consent (Jul 1995)	52.227-01
Federal, State, and Local Taxes (Noncompetitive Contract) (Jan 1991)	52.229-04
Taxes--Contracts performed in U.S. Possessions or Puerto Rico (Apr 1984)	52.229-05
Payments (Apr 1984)	52.232-01
Discounts for Prompt Payment (Apr 1989)	52.232-08
Extras (Apr 1984)	52.232-11
Interest (Jun 1996)	52.232-17
Availability of Funds for the Next Fiscal Year (Apr 1984)	52.232-19
Prompt Payment (Mar 1994)	52.232-25
Mandatory Information for Electronic Funds Transfer Payment (Aug1996)	52.232-33
Disputes (Oct 1995)	52.233-01
Protest After Award (Aug 1996)	52.233-03
Bankruptcy (Jul 1995)	52.242-13
Changes--Fixed-Price (Aug 1987)	52.243-01
Competition in Subcontracting (Dec 1996)	52.244-05
Limitation of Liability (Feb 1997)	52.246-23
Preference for U.S.-Flag Air Carriers (Jan 1997)	52.247-63
Preference for Privately Owned U.S.-Flag Commercial Vessels (Aug 1996)	52.247-64
Value Engineering (Mar 1989)	52.248-01
Termination for Convenience of the Government (Fixed-Price) (Sep 1996)	52.249-02
Default (Fixed-Price Supply and Service) (Apr 1984)	52.249-08
Computer Generated Forms (Jan 1991)	52.253-01

## PART II

<u>Title and Date</u>	<u>DFARSSubsection</u>
Special Prohibition on Employment (Nov 1995)	252.203-7001
Control of Government Personnel Work Product (Apr 1992)	252.204-7003
Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)	252.209-7000
Buy American Act and Balance of Payments Program (Jan 1994)	252.225-7001

Qualifying Country Sources as Subcontractors (Dec 1991)	252.225-7002
Duty-Free Entry--Qualifying Country End Products and Supplies (Jan 1997)	252.225-7009
Duty-Free Entry--Additional Provisions (Jan 1997)	252.225-7010
Preference for Certain Domestic Commodities (Feb 1997)	252.225-7012
Foreign Source Restrictions (Sep 1996)	252.225-7025
Secondary Arab Boycott of Israel (Jun 1992)	252.225-7031
Supplemental Cost Principles (Dec 1991)	252.231-7000
Reduction or Suspension of Contract Payments Upon Finding of Fraud (Aug 1992)	252.232-7006
Material Management and Accounting System Requirements and Standards (Dec 1991)	252.242-7004
Pricing of Contract Modifications (Dec 1991)	252.243-7001
Material Inspection and Receiving Report (Dec 1991)	252.246-7000
Transportation of Supplies by Sea (Nov 1995)	252.247-7023

#### CLAUSES IN FULL TEXT

#### CLAUSES INCORPORATED BY REFERENCE (JUN 1988) (52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

#### ORDERING (OCT 1995) (FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 24 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than one, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 20

(2) Any order for a combination of items in excess of 20;

or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

#### INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after \_\_\_\_\_.

#### SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995) (FAR 52.244-6)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### CLAUSES INCORPORATED BY REFERENCE (JUN 1988) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

#### IDENTIFICATION OF SOURCES OF SUPPLY (DEC 1991) (DFARS 252.217-7026)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Sources of Supply			Actual Mfg.?
	(2)	(3)	Company	Address	Part No.	(6)
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none".

(3) Use "Y" if the item is a commercial item sold in substantial quantities to the general public and was priced in the offer using established catalog or market price; otherwise, use "N". If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

#### NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 1995) (DFARS 252.219-7006)

##### (a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

"United States," as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

##### (b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of ten percent to the price of all offers except--

(i) Offers from small disadvantaged business concerns which have not waived the preference;

(ii) Offers from historically black colleges and universities or minority institutions which have not waived the preference;

(iii) Otherwise successful offers of--

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign Government.

(2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference would cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

##### (c) Waiver of evaluation preference.

A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

\_\_\_ Offeror elects to waive the preference

## (d) Agreements.

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies, at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns, historically black colleges or universities, or minority institutions in the United States, except, as provided in Section 8051 of Pub.L.103-139 and Section 8012 of Pub.L.103-335, for contracts awarded during fiscal years 1994 and 1995, a small disadvantaged business manufacturer or regular dealer owned by an Indian tribe, including an Alaska Native Corporation, agrees to furnish only end items manufactured or produced by small business concerns in the United States.

(3) Upon request, a historically black college or university or minority institution offeror will provide to the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

## SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (DEC 1991) (DFARS 252.225-7008)

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

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## STANDARD COMMERCIAL WARRANTY (NAVSURFWARCENDIV)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of \\_\\_\\_ months. (Offeror is to insert number.)

**SECTION "J" - LIST OF ATTACHMENTS**

Exhibit "A" - Contract Data Requirements List (CDRL):

No. of

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF**

## OFFERORS

### I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS

### II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS

#### PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)	52.203-11
Certification of Nonsegregated Facilities (Apr 1984)	52.222-21

#### PART II

<u>Title and Date</u>	<u>DFARS Subsection</u>
-----------------------	-------------------------

#### PROVISIONS IN FULL TEXT

#### CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### TAXPAYER IDENTIFICATION (MAR 1994) (FAR 52.204-3)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used

by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

( ) TIN: \_\_\_\_\_.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of a Federal, state, or local government;

( ) Other. State basis. \_\_\_\_\_.

(d) Corporate Status.

( ) Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

( ) Other corporate entity;

( ) Not a corporate entity;

( ) Sole proprietorship;

( ) Partnership;

( ) Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

( ) Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

#### WOMEN-OWNED SMALL BUSINESS (OCT 1995) (FAR 52.204-5)

(a) Representation. The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

#### ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

#### OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### TYPE OF BUSINESS ORGANIZATION (JUL 1987) (FAR 52.215-6)

The offeror or quoter, by checking the applicable box, represents that --

(a) It operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ( ☐ ) a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.  
(country)

#### AUTHORIZED NEGOTIATORS (APR 1984) (FAR 52.215-11)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

## PLACE OF PERFORMANCE (APR 1984) (FAR 52.215-20)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address  
City, County, State, Zip Code)

Name and Address of Owner and Operator  
of the Plant or Facility if Other than Bidder

## SMALL BUSINESS PROGRAM REPRESENTATION (JAN 1997) (FAR 52.219-1)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 3728.

(2) The small business size standard is 1000

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ( ) is, ( ) is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned business concern.

(c) Definitions.

*Joint venture*, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

*Small business concern*, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121, and the size standard in paragraph (a) of this provision.

*Small disadvantaged business concern*, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business Controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

*Women-owned small business concern*, as used in this provision, means a small business concern--

(1) Which is 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be

furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition or program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the act.

#### PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984) (FAR 52.222-22)

The offeror represents that--

(a) It ( ☐ ) has, ( ☐ ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ( ☐ ) has, ( ☐ ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it ( ☐ ) has developed and has on file, ( ☐ ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ( ☐ ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### CLEAN AIR AND WATER CERTIFICATION (APR 1984) (FAR 52.223-1)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ( ☐ ), is not ( ☐ ) listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

#### CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) (FAR 52.223-13)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned and operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

[ ☐ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ☐ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023 (b)(1)(A);

[ ☐ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ☐ ] (iv) The facility does not fall within Standard Industrial Certification Code (SIC) designations 20 through 39 as set forth in

section 19.102 of the Federal Acquisition Regulations; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS)(JAN 1997)  
(DFARS 252.219-7000)**

**(a) Definition.**

"Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

**(b) Representations.** Check the category in which your ownership falls:

- ☐ Subcontinent Asian (Asian-Indian) American (U.S. Citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)
- ☐ Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)
- ☐ Black American (U.S. Citizen)
- ☐ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian Organizations)
- ☐ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act
- ☐ Other

**(c) Complete the following--**

(1) The offeror is \_\_\_ is not \_\_\_ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has \_\_\_ has not \_\_\_ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was \_\_\_\_\_ and the Offeror--

☐ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

☐ Was found by the SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

**(d) Penalties and Remedies.**

Anyone who misrepresents the status of a concern as a small business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and disbarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

*(a) Definitions.*

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

*(b) Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

*(c) Certifications.**(1) The offeror certifies that--*

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

*(2) The Offeror certifies that the following end products are qualifying country end products:*

## Qualifying Country End Products

Line Item Number	Country of Origin
<hr/>	

(List only qualifying country end products)

*(3) The Offeror certifies that the following end products are nonqualifying country end products:*

## Nonqualifying Country End Products

Line Item Number	Country of Origin
<hr/>	

## REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

*(b) Representation.*

The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

**SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Solicitation Definitions (Jul 1987)	52.215-05
Unnecessarily Elaborate Proposals or Quotations (Apr 1984)	52.215-07
Amendments To Solicitations (Dec 1989)	52.215-08
Submission of Offers (Mar 1997)	52.215-09
Late Submissions, Modifications, and Withdrawals of Proposals (Mar 1997)	52.215-10
Restriction on Disclosure and Use of Data (Apr 1984)	52.215-12
Preparation of Offers (Apr 1984)	52.215-13

Explanation to Prospective Offerors (Apr 1984)	52.215-14
Failure to Submit Offer (Jul 1995)	52.215-15
Contract Award (Oct 1995)	52.215-16
Facsimile Proposals (Dec 1989)	52.215-18

## PART II

<u>Title and Date</u>	<u>DFARS Subsection</u>
Commercial and Government Entity (CAGE) Code Reporting (Dec 1991)	252.204-7001
Certificate of Competency (Apr 1993)	252.219-7009

## PROVISIONS IN FULL TEXT

### CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996) (FAR 52.204-6)

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dbisma.com](mailto:globalinfo@dbisma.com).

### NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be (☐) DX rated order; (☒) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

### TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

### SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an